

1 Introduced May 14, 2013, by Councilman Hicks,
2 seconded by Councilman Cusimano, (by
3 request of Administration)

4 **Item No. 13-05-2994**

5
6 **ORDINANCE NO. 3695**

7 An ordinance authorizing the Mayor to execute a lease between the City of
8 Slidell and Slidell Development Company, L.L.C. relative to a pylon sign at the Fremaux
9 Town Center.

10 WHEREAS, Slidell Development Company, L.L.C. (Lessee), the owner of
11 Fremaux Town Center (the Center) has advised the City of significant improvements that
12 are planned for the Center; and
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15 WHEREAS, the Center's intended improvements should result in increased
16 revenues thereby increasing the City's sales tax revenue; and
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19 WHEREAS, the City owns a parcel of land east of the Center adjacent to the
20 Southwest Frontage Road that is no longer needed for public purposes; and
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22 WHEREAS, Lessee is seeking to lease from the City a parcel of land that
23 measures approximately nine (9) feet by twenty-eight (28) feet upon which to erect a pylon
24 sign visible from I-10.
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27 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the
28 Mayor is hereby authorized to execute the lease between the City of Slidell and Slidell
29 Development Company, L.L.C., hereto.
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31 BE IT FURTHER ORDAINED that the property which is the subject of the
32 lease is no longer required for public purposes.
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1 **ORDINANCE NO. 3695**
2 **ITEM NO. 13-05-2994**
3 **PAGE 2**

4 **ADOPTED** this 25th day of June, 2013.

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7 Lionel Hicks
8 President of the Council
9 Councilman, District A

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12 Freddy Drennan
13 Mayor

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16 Thomas P. Reeves
17 Council Administrator

DELIVERED	10:15 a.m.
6/27/13	to the Mayor
RECEIVED	2:00 pm
7/1/13	from the Mayor

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EXHIBIT A

LEGAL DESCRIPTION - PROPOSED 28'X9' SIGN SERVMUDE:

A certain tract or parcel of land designated as "PROPOSED 28'X9' SIGN SERVMUDE" containing 0.006 acres or 250 square feet, situated on a portion of the Lakewood Ditch #3 right-of-way, located in Section 14, Township 9 South, Range 14 East, of the Gretnaburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard and the southerly right of way line of US Highway No. 190 and northern-most corner of Tract 1A, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.,"
 Then, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;
 Then, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;
 Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;
 Then, South 14 degrees 46 minutes 16 seconds West a distance of 145.01 feet to a point;
 Then, South 73 degrees 38 minutes 57 seconds East a distance of 117.48 feet to a point;
 Then, proceeding along a curve to the right a delta of 12 degrees 55 minutes 00 seconds, a radius of 796.00 feet, an arc length of 178.45 feet, a chord bearing of South 67 degrees 00 minutes 27 seconds East and a chord distance of 179.07 feet to a point;
 Then, South 60 degrees 43 minutes 57 seconds East a distance of 130.79 feet to a point;
 Then, preceding along a curve to the right a delta of 20 degrees 46 minutes 33 seconds, a radius of 303.00 feet, an arc length of 157.46 feet, a chord bearing of South 45 degrees 50 minutes 44 seconds East and a chord distance of 155.70 feet to a point;
 Then, South 30 degrees 57 minutes 31 seconds East a distance of 159.60 feet to a point;
 Then, South 00 degrees 39 minutes 35 seconds West a distance of 33.90 feet to a point;
 Then, South 84 degrees 47 minutes 05 seconds East a distance of 82.19 feet to a point;
 Then, South 73 degrees 10 minutes 08 seconds East a distance of 10.21 feet to a point;
 Then, South 00 degrees 38 minutes 24 seconds West a distance of 50.60 feet to a point;
 Then, North 88 degrees 21 minutes 24 seconds West a distance of 91.73 feet to a point;
 Then, South 00 degrees 38 minutes 36 seconds West a distance of 520.17 feet to a point;
 Then, South 17 degrees 10 minutes 07 seconds West a distance of 370.20 feet to a point;
 Then, South 17 degrees 10 minutes 07 seconds West a distance of 153.75 feet to a point;
 Then, South 17 degrees 09 minutes 08 seconds West a distance of 313.52 feet to a point;
 to the "POINT OF BEGINNING" and labeled "P.O.B."

Then, South 72 degrees 50 minutes 52 seconds East a distance of 97.00 feet to a point;
 Then, South 17 degrees 09 minutes 08 seconds West a distance of 7.00 feet to a point;
 Then, North 72 degrees 50 minutes 52 seconds West a distance of 7.00 feet to the "POINT OF BEGINNING."

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C-1	12°55'00"	796.00'	179.45'	S 67°11'27" E - 179.07'
C-2	24°46'33"	303.00'	157.46'	S 45°30'44" E - 155.70'

LINE	BEARING	LENGTH
L1	S 65°49'03" E	188.76'
L2	S 22°11'41" E	22.23'
L3	S 20°57'02" W	128.81'
L4	S 14°46'16" W	145.01'
L5	S 73°38'57" E	117.48'
L6	S 60°43'57" E	130.79'
L7	S 30°52'31" E	159.60'
L8	S 00°39'35" W	33.90'
L9	S 84°47'05" E	82.19'
L10	S 73°10'08" E	10.21'
L11	S 00°38'24" W	50.60'
L12	N 88°21'24" W	91.73'
L13	S 00°38'36" W	50.17'
L14	S 17°10'07" W	370.20'
L15	S 17°15'56" E	153.75'
L16	S 17°09'08" W	313.52'
L17	S 72°50'52" E	27.00'
L18	S 17°09'08" W	7.00'
L19	N 72°50'52" W	27.00'
L20	N 17°09'08" E	7.00'

SHEET 2 OF 2

SCALE: 1" = 300'
SCALE IN FEET



ACADIA
 LAND SURVEYING, LLC
 LOUISIANA • MISSISSIPPI • TEXAS
 314 EAST BAYOU ROAD, THIBODAUX, LOUISIANA 70301
 Phone • (504) 498-0094 Fax • (504) 440-0048
 EMAIL • ACADIA@ACADIALANDSURVEYING.COM

EXHIBIT SHOWING
 PROPOSED 28'X9' SIGN SERVMUDE
 SITUATED ON A PORTION OF THE
 LAKEWOOD DITCH #3 RIGHT OF WAY
 LOCATED IN SECTION 14,
 TOWNSHIP 9 SOUTH - RANGE 14 EAST
 CITY OF SLIDELL, ST. TAMMANY PARISH, LOUISIANA
 FOR
 SUDELL DEVELOPMENT COMPANY
 AND STIRLING PROPERTIES, LLC.

STATE OF LOUISIANA
 MICHAEL P. BLANCHARD
 P.E. No. 4897
 REGISTERED
 PROFESSIONAL
 05/14/2017
 I, Michael P. Blanchard, P.E., No. 4897, do hereby certify that I have read and approved the enclosed and signed the same as a true and correct copy of the same. I am a duly licensed and registered Professional Engineer and Land Surveyor in the State of Louisiana, and I am duly qualified to perform the duties of a Professional Engineer and Land Surveyor.

BOUNDARIES AND MAP OF DISTRICT

A certain tract or parcel of land designated as "TRACT 1A" being a portion of "TRACT 1" of the Robert Levis Development L.L.C. Properties, containing 89.159 acres or 3,883,770 square feet, located in sections 11 & 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the corner common to Sections 10, 11, 14 and 15, located along the southern right-of way line of Daney St.; said point being the "POINT OF COMMENCEMENT," and labeled P.O.C.

Then, continuing along said right of way line, North 89 degrees 11 minutes 00 seconds East a distance of 332.00 feet to a point;

Then, North 89 degrees 11 minutes 00 seconds East a distance of 828.00 feet to a point;

Then, departing said right of way line, South 00 degrees 53 minutes 56 seconds East a distance of 426.06 feet to a point;

Then, North 89 degrees 14 minutes 33 seconds East a distance of 275.00 feet to a point;

Then, North 00 degrees 53 minutes 56 seconds West a distance of 424.53 feet to a point, located along the southerly right of way line of Daney St.;

Then, continuing along said right of way line, along a non-tangent curve to the right having a delta of 16 degrees 17 minutes 43 seconds, a radius of 300.00 feet, an arc length of 85.32 feet, a chord bearing of South 76 degrees 21 minutes 57 seconds East and a chord distance of 85.03 feet to a point;

Then, South 68 degrees 13 minutes 05 seconds East a distance of 38.57 feet to a point;

Then, along a curve to the left having a delta of 30 degrees 56 minutes 24 seconds, a radius of 375.00 feet, an arc length of 202.50 feet, a chord bearing of South 83 degrees 41 minutes 17 seconds East and a chord distance of 200.05 feet to a point;

Then, North 80 degrees 50 minutes 31 seconds East a distance of 167.84 feet to a point;

Then, along a curve to the right having a delta of 08 degrees 20 minutes 29 seconds, a radius of 1,180.00 feet, an arc length of 171.79 feet, a chord bearing of North 85 degrees 00 minutes 45 seconds East and a chord distance of 171.64 feet to a point;

Then, North 89 degrees 11 minutes 00 seconds East a distance of 457.12 feet to a point;

Then, departing said right of way line, South 00 degrees 54 minutes 24 seconds East a distance of 305.86 feet to a point;

Then, North 88 degrees 52 minutes 00 seconds East a distance of 96.48 feet to a point;

Then, North 89 degrees 12 minutes 00 seconds East a distance of 659.91 feet to a point;

Then, North 00 degrees 49 minutes 38 seconds West a distance of 330.00 feet to a point;

Then, South 89 degrees 48 minutes 29 seconds East a distance of 87.29 feet to a point;

Then, North 30 degrees 15 minutes 15 seconds East a distance of 121.88 feet to a point;

Then, North 12 degrees 42 minutes 53 seconds East a distance of 121.63 feet to a point;

Then, North 02 degrees 51 minutes 46 seconds West a distance of 32.86 feet to a point;

Then, North 13 degrees 49 minutes 48 seconds West a distance of 90.97 feet to a point;

Then, North 89 degrees 09 minutes 03 seconds East a distance of 15.43 feet to a point;

Then, North 12 degrees 18 minutes 35 seconds West a distance of 2.41 feet to a point;

Then, North 03 degrees 53 minutes 55 seconds West a distance of 173.82 feet to a point;

Then, North 14 degrees 24 minutes 36 seconds East a distance of 160.77 feet to a point, located along the southerly right of way line of US Highway No. 190 (also known as Fremaux Road/ Short Cut Road);

Then, continuing along said right of way, South 65 degrees 44 minutes 07 seconds East a distance of 205.13 feet to a point;

Then, South 65 degrees 49 minutes 03 seconds East a distance of 94.22 feet to a point; said being the "POINT OF BEGINNING" and labeled "P.O.B.4,"

Then, continuing along said right of way, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;

Then, departing said right of way, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;

Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;

Then, South 60 degrees 44 minutes 07 seconds East a distance of 286.86 feet to a point;

Then, South 60 degrees 43 minutes 57 seconds East a distance of 278.21 feet to a point;

Then, South 30 degrees 57 minutes 31 seconds East a distance of 283.50 feet to a point;

Then, South 06 degrees 28 minutes 36 seconds West a distance of 74.73 feet to a point;

Then, South 73 degrees 10 minutes 08 seconds East a distance of 22.71 feet to a point;

Then, North 84 degrees 21 minutes 35 seconds East a distance of 108.06 feet to a point;

Then, South 05 degrees 06 minutes 41 seconds East a distance of 274.30 feet to a point;

Then, South 40 degrees 18 minutes 15 seconds West a distance of 360.63 feet to a point;

Then, South 17 degrees 10 minutes 07 seconds West a distance of 400.00 feet to a point;

Then, South 13 degrees 15 minutes 56 seconds East a distance of 463.92 feet to a point, located on the westerly right of way line of Interstate Highway no. 10;

Then, continuing along said right of way, South 17 degrees 10 minutes 07 seconds West a distance of 1008.64 feet to a point;

Then, departing said right of way, North 73 degrees 56 minutes 09 seconds West a distance of 204.68 feet to a point;

Then, South 54 degrees 24 minutes 20 seconds West a distance of 128.51 feet to a point;

Then, North 40 degrees 58 minutes 45 seconds West a distance of 233.70 feet to a point;

Then, North 85 degrees 14 minutes 26 seconds West a distance of 75.34 feet to a point;

Then, North 00 degrees 49 minutes 44 seconds West a distance of 11.91 feet to a point;

Then, South 89 degrees 02 minutes 58 seconds West a distance of 100.00 feet to a point;

Then, South 00 degrees 49 minutes 44 seconds East a distance of 1.91 feet to a point;

Then, North 85 degrees 14 minutes 26 seconds West a distance of 456.60 feet to a point;

Then, North 04 degrees 45 minutes 34 seconds East a distance of 571.77 feet to a point;

Then, North 85 degrees 14 minutes 06 seconds West a distance of 328.54 feet to a point;

Then, South 84 degrees 06 minutes 07 seconds West a distance of 42.24 feet to a point;

Then, South 79 degrees 20 minutes 24 seconds West a distance of 93.43 feet to a point;

Then, along a non-tangent curve to the left having a delta of 74 degrees 25 minutes 21 seconds, a radius of 84.00 feet, an arc length of 109.11 feet, a chord bearing of North 10 degrees 30 minutes 42 seconds West and a chord distance of 101.60 feet to a point;

Then, along a curve to the right having a delta of 44 degrees 08 minutes 05 seconds, a radius of 20.00 feet, an arc length of 15.41 feet, a chord bearing of North 25 degrees 39 minutes 20 seconds West and a chord distance of 15.03 feet to a point;

Then, along a curve to the left having a delta of 11 degrees 12 minutes 34 seconds, a radius of 550.00 feet, an arc length of 107.60 feet, a chord bearing of North 09 degrees 11 minutes 34 seconds West and a chord distance of 107.43 feet to a point;

Then, North 14 degrees 47 minutes 52 seconds West a distance of 401.79 feet to a point;

Then, along a curve to the right having a delta of 31 degrees 56 minutes 40 seconds, a radius of 424.60 feet, an arc length of 236.73 feet, a chord bearing of North 01 degrees 10 minutes 29 seconds East and a chord distance of 233.68 feet to a point;

Then, North 17 degrees 08 minutes 49 seconds East a distance of 51.60 feet to a point;

Then, along a curve to the right having a delta of 50 degrees 00 minutes 59 seconds, a radius of 190.00 feet, an arc length of 165.86 feet, a chord bearing of North 42 degrees 09 minutes 19 seconds East and a chord distance of 160.64 feet to a point;

Then, North 67 degrees 09 minutes 48 seconds East a distance of 626.21 feet to a point;

Then, along a curve to the left having a delta of 11 degrees 51 minutes 53 seconds, a radius of 397.07 feet, an arc length of 82.22 feet, a chord bearing of North 61 degrees 13 minutes 52 seconds East and a chord distance of 82.08 feet to a point;

Then, North 55 degrees 17 minutes 55 seconds East a distance of 280.87 feet to a point;

Then, along a curve to the right having a delta of 36 degrees 16 minutes 37 seconds, a radius of 20.00 feet, an arc length of 12.66 feet, a chord bearing of North 73 degrees 26 minutes 13 seconds East and a chord distance of 12.45 feet to a point;

Then, South 88 degrees 25 minutes 28 seconds East a distance of 57.46 feet to a point;

Then, along a curve to the left having a delta of 160 degrees 05 minutes 58 seconds, a radius of 109.00 feet, an arc length of 304.57 feet, a chord bearing of North 11 degrees 31 minutes 33 seconds East and a chord distance of 214.72 feet to a point;

Then, along a curve to the right having a delta of 50 degrees 31 minutes 52 seconds, a radius of 20.00 feet, an arc length of 17.64 feet, a chord bearing of North 43 degrees 15 minutes 30 seconds West and a chord distance of 17.07 feet to a point;

Then, North 17 degrees 59 minutes 34 seconds West a distance of 102.86 feet to a point;

Then, along a curve to the right having a delta of 42 degrees 18 minutes 51 seconds, a radius of 269.00 feet, an arc length of 198.66 feet, a chord bearing of North 03 degrees 09 minutes 52 seconds East and a chord distance of 194.18 feet to a point;

Then, North 24 degrees 19 minutes 17 seconds East a distance of 437.09 feet to a point; to the POINT OF BEGINNING.

A certain tract or parcel of land being a portion of "TRACT 2C" of the Robert Levis Development L.L.C. Properties, containing 2.399 acres or 104,520 square feet, located in sections 11 & 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the corner common to Sections 10, 11, 14 and 15, located along the southern right-of way line of Daney St.; said point being the "POINT OF COMMENCEMENT," and labeled P.O.C.

Then, continuing along said right of way line, North 89 degrees 11 minutes 00 seconds East a distance of 1,160.00 feet to a point;

Then, departing said right of way, South 00 degrees 53 minutes 56 seconds East a distance of 426.06 feet to a point;

Then, North 89 degrees 14 minutes 33 seconds East a distance of 275.00 feet to a point;

Then, North 00 degrees 53 minutes 56 seconds West a distance of 424.53 feet to a point, located along the southerly right of way of Daney St.;

Then, continuing along said right of way, Then, along a non-tangent curve to the right having a delta of 16 degrees 17 minutes 43 seconds, a radius of 300.00 feet, an arc length of 85.32 feet, a chord bearing of South 76 degrees 21 minutes 57 seconds East and a chord distance of 85.03 feet to a point;

Then, South 68 degrees 13 minutes 05 seconds East a distance of 38.57 feet to a point;

Then, along a curve to the left having a delta of 30 degrees 56 minutes 24 seconds, a radius of 375.00 feet, an arc length of 202.50 feet, a chord bearing of South 83 degrees 41 minutes 17 seconds East and a chord distance of 200.05 feet to a point;

Then, North 80 degrees 50 minutes 31 seconds East a distance of 167.84 feet to a point;

Then, along a curve to the right having a delta of 08 degrees 20 minutes 29 seconds, a radius of 1,180.00 feet, an arc length of 171.79 feet, a chord bearing of North 85 degrees 00 minutes 45 seconds East and a chord distance of 171.64 feet to a point;

Then, North 89 degrees 11 minutes 00 seconds East a distance of 457.12 feet to a point;

Then, departing said right of way, South 00 degrees 54 minutes 24 seconds East a distance of 305.86 feet to a point;

Then, North 88 degrees 52 minutes 00 seconds East a distance of 96.48 feet to a point;

Then, North 89 degrees 12 minutes 00 seconds East a distance of 659.91 feet to a point; said being the "POINT OF BEGINNING" and labeled "P.O.B.3,"

Then, North 00 degrees 49 minutes 38 seconds West a distance of 330.00 feet to a point;

Then, South 89 degrees 48 minutes 29 seconds East a distance of 87.29 feet to a point;

Then, North 30 degrees 15 minutes 15 seconds East a distance of 121.88 feet to a point;

Then, North 12 degrees 42 minutes 53 seconds East a distance of 121.63 feet to a point;

Then, North 02 degrees 51 minutes 46 seconds West a distance of 32.86 feet to a point;

Then, North 13 degrees 49 minutes 48 seconds West a distance of 90.97 feet to a point;

Then, North 89 degrees 09 minutes 03 seconds East a distance of 15.43 feet to a point;

Then, North 12 degrees 18 minutes 35 seconds West a distance of 2.41 feet to a point;

Then, North 03 degrees 53 minutes 55 seconds West a distance of 173.82 feet to a point;

Then, North 14 degrees 24 minutes 36 seconds East a distance of 160.77 feet to a point, located along the southerly right of way line of US Highway No. 190 (also known as Fremaux Road/ Short Cut Road);

Then, continuing along said right of way, South 65 degrees 44 minutes 07 seconds East a distance of 187.34 feet to a point;

Then, departing said right of way, South 24 degrees 19 minutes 17 seconds West a distance of 436.83 feet to a point;

Then, along a curve to the left having a delta of 38 degrees 05 minutes 10 seconds, a radius of 381.00 feet, an arc length of 253.26 feet, a chord bearing of South 05 degrees 16 minutes 43 seconds West and a chord distance of 248.63 feet to a point;

Then, along a curve to the right having a delta of 69 degrees 03 minutes 48 seconds, a radius of 269.00 feet, an arc length of 324.25 feet, a chord bearing of South 20 degrees 46 minutes 01 seconds West and a chord distance of 304.97 feet to a point;

Then, South 55 degrees 17 minutes 55 seconds West a distance of 10.79 feet to a point;

Then, South 50 degrees 32 minutes 06 seconds West a distance of 26.39 feet to a point;

Then, North 41 degrees 03 minutes 04 seconds West a distance of 32.13 feet to a point; to the POINT OF BEGINNING.

GROUND LEASE AGREEMENT

THIS LEASE made and entered into this 17 day of July, 2013 (the "Lease"), by and between The City of Slidell, Louisiana (hereinafter called the "Lessor") and Slidell Development Company, L.L.C. (hereinafter called the "Lessee").

WITNESSETH:

**ARTICLE I
LEASED PREMISES, TERM AND USE**

(a) Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor (for the Term hereinafter defined and stipulated) those premises (hereinafter called the "Leased Premises") being that portion of land in St. Tammany Parish, City of Slidell, State of Louisiana, described in Exhibit "A" annexed hereto and made a part hereof, said Leased Premises is adjacent to the property owned by Lessee described in Exhibit "B" annexed hereto and made a part hereof (the "Shopping Center").

(b) The initial term of this Lease shall be for fifty (50) years (the "Initial Term") and shall commence on the date this Lease is executed (the "Commencement Date"). The Lessee shall have nine (9) successive options (each a "Renewal Option") to extend for a term of this Lease, with each extension being for a term of five (5) years (each a "Renewal Term"). If the Lessee desires that this Lease terminate at the expiration of the Initial Term or any Renewal Term, Lessee must give Lessor ninety (90) days written notice before the expiration of the then current term. Failure of Lessee to give this required notice will automatically renew this Lease and all of the terms thereof. This provision is a continuing one and will apply at the expiration of the Initial Term and at the expiration of each Renewal Term. Each Renewal Term shall be on the same terms and conditions as the Initial Term, including the same Minimum Annual Rental (as defined below). As used in this Lease, "Term" means both the Initial Term and, to the extent the Renewal Option has been exercised, the Renewal Term, unless the context clearly requires otherwise.

(c) "Lease Year" shall mean a period of twelve (12) consecutive calendar months. If the Commencement Date is not the first day of the month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease, plus the partial month beginning on the Commencement Date, and ending on the last day of the twelfth full month. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date and end on the last day of the month completing twelve (12) full calendar months during the Term of this Lease.

(d) The Leased Premises shall be used and occupied only for the purpose of the construction, installation, maintenance and display of a pylon sign (the "Pylon Sign"), at Lessee's expense, which is to be used for additional advertising and signage for lessees and occupants of the Shopping Center. The parties acknowledge that Lessee shall own the Pylon Sign and corresponding underground electrical grid located on and under the Leased Premises (collectively, the "Sign").

**ARTICLE 2
CONSTRUCTION**

(a) Lessee hereby agrees to accept delivery of possession of the Leased Premises "as is" as of the date of this Lease.

(b) Lessor warrants that there are no building restrictions, zoning restrictions, or other use restrictions in effect that would prevent Lessee from erecting the Sign.

**ARTICLE 3
DATE ON WHICH RENT BEGINS**

The rental payments due under this Lease shall begin to accrue on the Commencement Date.

**ARTICLE 4
RENTAL**

Lessee agrees to pay Lessor as rental for the use and occupancy of the Leased Premises, at the times and in the manner hereinafter provided, the following sums of money:

(a) **MINIMUM ANNUAL RENTAL**

(i) Lessee, in consideration of said demise, does hereby covenant and agree with Lessor to pay to Lessor \$189.00 per annum as minimum annual rent ("Minimum Annual Rent") for said Leased Premises during the Term of this Lease, said Minimum Annual Rental to be payable in one (1) annual installment, in advance, upon the first day of each and every lease year during the Term of the Lease.

(b) All rentals and payments provided for in this Lease shall be made payable to: City of Slidell, and mailed to:

P.O. Box 828, Slidell, LA 70459

Or to such other payee or address as Lessor may designate in writing to Lessee.

**ARTICLE 5
MAINTENANCE AND REPAIR**

Lessee shall, at its own cost and expense, maintain the Sign and the Leased Premises in good order and condition.

**ARTICLE 6
LAWS AND ORDINANCES**

Lessee and Lessor (each, a "Representing Party") each represents and warrants to the other (i) that neither the Representing Party nor any of its officers, directors or managing

members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term of the Lease, as extended hereby, the Representing Party shall comply with the Executive Order and with the Money Laundering Act.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

Lessee is entitled to assign all or part of the Leased Premises to any of its parent companies, subsidiaries or related parties at any time without Lessor's consent. In the event of a sale or transfer of all or part of the Shopping Center, Lessee shall have the privilege of assigning this Lease without notice to or the consent of the Lessor.

ARTICLE 8 DEFAULTS

(a) The occurrence of any of the following will constitute a default and breach of this Lease (an "Event of Default") by Lessee:

- (i) Lessee fails to pay when due any installment of rental required to be made by Lessee under this Lease, in whole or in part, and such failure continues for more than twenty (20) days after the second written notice for the same payment delinquency by Lessor to Lessee; and/or

(b) Lessor is entitled to exercise any and all of the following rights and remedies upon the occurrence of an Event of Default:

- (i) Lessor may elect to terminate this Lease and all of Lessee's rights under this Lease by written notice to Lessee. The termination will be effective as of the date specified by Lessor in its notice of termination. Lessee shall pay all past due rental and all rental owing up to and including the last day it occupies the Leased Premises.

ARTICLE 9 LEASEHOLD MORTGAGE

The Lessee shall have the absolute right, at any time and from time to time during the Term of this Lease, without the consent of the Lessor, to mortgage, pledge, hypothecate, or

otherwise grant a security interest ("Leasehold Mortgage") to any mortgagee holding a mortgage in the Shopping Center in any or all of (a) the Lessee's interest in this Lease and its leasehold estate in the Leased Premises and (b) any improvements owned by the Lessee that may now or hereafter be located on the Leased Premises.

ARTICLE 10 FORECLOSURE AND SALE

In the event of foreclosure of any Leasehold Mortgage granted by Lessee on the Leased Premises, or upon a transfer of the Leased Premises by conveyance in lieu of foreclosure, then provided that the purchaser or other transferee of such Leased Premises cures all defaults of Lessee under this Lease:

(a) This Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Leased Premises and Lessor, upon and subject to all of the terms, covenants and conditions of this Lease, for the balance of the Term of this Lease. Lessor hereby agrees to accept any such successor owner of the Leased Premises as Lessor under this Lease; and

(b) Upon notice to Lessor at the time of any foreclosure or conveyance in lieu thereof, Lessor and such mortgagee agree to execute a new lease of the Leased Premises upon the same terms and conditions as this Lease, which lease shall cover any unexpired Term of this Lease existing prior to such foreclosure or conveyance in lieu of foreclosure.

ARTICLE 11 ESTOPPEL CERTIFICATES

Within twenty (20) days after a request is received by the Lessor, the Lessor shall deliver an estoppel certificate to Lessee. The estoppel certificate shall be in writing, and shall be executed by persons having appropriate authority. Each estoppel certificate shall be made in favor of the Lessee, any mortgagee, any assignee, any purchaser or any other person specified by the requesting party.

Each estoppel certificate shall contain information required by the requesting party, including, but not limited to, the following: (i) whether Lessee is in possession of the Leased Premises; (ii) whether this Lease is in full force and effect, and whether it has been modified; (iii) whether the Lessor contends that the Lessee is in default under this Lease in any respect; and (iv) the dates, if any, to which any rent charges have been paid in advance and the amount of any security deposit.

ARTICLE 12 SURRENDER OF PREMISES

Lessee shall, upon expiration of the Term hereof, surrender to Lessor the Leased Premises and remove the Sign. In the event of early termination caused by Lessee, Lessee shall

remove the Sign at its expense. In the event of early termination for any other reason, Lessor shall bear the expense of removal of the Sign.

**ARTICLE 13
ATTORNEYS' FEES**

In the event that at any time during the Term of this Lease or thereafter, either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expense of attorneys' fees and disbursements incurred therein by the successful party. The giving of any notice of default by an outside independent attorney after a prior notice of default by the successful party following a default shall be deemed to constitute part of an action or proceeding under this Lease, thereby entitling the successful party to reimbursement of its reasonable expenses of attorneys' fees and disbursements, even if an action or proceeding is not commenced in a court of law or other proceeding and whether or not the default is cured.

**ARTICLE 14
WAIVER OF SUBROGATION**

Lessee and Lessor each release the other from and against, and shall cause their respective insurers to waive rights of subrogation with respect to, any and all claims, demands, liabilities, or obligations whatsoever for loss or damage to the Improvements, and for loss of rents or profits of the releasing party, resulting from or in any way connected with fire, accident, or other casualty, whether or not such fire, accident, or other casualty shall have been caused by the negligence or contributory negligence, but not intentional misconduct, of the other party or by any agent, associate, or employee of the other party, to the extent that the damage or loss is insured under any insurance policy carried by the parties which is in effect at the time of the damage or loss.

**ARTICLE 15
NOTICES**

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or be sent by certified mail, return receipt requested, or nationally recognized overnight courier service addressed to:

TO LESSOR:

The City of Slidell
P.O. Box 828
Slidell, LA 70459
Attn: Tim Mathison
Tel: 985-646-4330
Fax: 985-641-9528

TO LESSEE:

Slidell Development Company, L.L.C.
c/o CBL & Associates Properties, Inc.
CBL Center, Suite 500
2030 Hamilton Place Boulevard
Chattanooga, TN 37421-6000
Attn: Jeffery V. Curry
Tel: 423-490-8310
Fax: 423-490-8390

with a copy to:

Stirling Properties, L.L.C.
109 Northpark Boulevard, Suite 300
Covington, Louisiana 70433
Attn: Townsend Underhill
Tel: 985-898-2022
Fax: 985- 898-2077

or such other address as was last specified respectively by notice by Lessor or Lessee. Notices required hereunder may be given by Lessor, Lessor's agent or attorney. Further, if Lessee shall be comprised of more than one person, such notice may be sent to any one of them. Any such notice or demand so sent shall be deemed to have been given, made, or communicated, as the case may be, on the date the same was received or refused by the intended recipient. Said notice may be by certified mail or with a nationally recognized overnight courier, with postage thereon fully prepaid.

**ARTICLE 16
SUCCESSORS AND ASSIGNS**

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**ARTICLE 17
COVENANT OF TITLE**

Lessor covenants that it has full right, power and authority to make this Lease, and that Lessee or any permitted assignee or sublessee of Lessee, upon the payment of the rentals and performance of the covenants upon Lessee's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and improvements thereon during the Term of this Lease. This covenant shall be construed as a covenant running with the land and shall not be construed as a personal covenant or obligation of Lessor.

**ARTICLE 18
CAPTIONS**

Captions throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

**ARTICLE 19
SEVERABILITY**

If any provision of this Lease or any term, paragraph, sentence, clause, phrase or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision, term, paragraph, sentence, clause, phrase or word appearing herein.

**ARTICLE 20
ENTIRE AGREEMENT**

This Lease and the Exhibits attached hereto and forming a part hereof set forth all of the covenants, promises, agreements, conditions and understandings between the Lessor and Lessee relating in any manner to the rental, use or occupancy of the Leased Premises. No prior agreements, understandings, covenants or conditions, either oral or written, between the Lessor and the Lessee pertaining to the Lease herein shall be valid or of any force or effect. No representation, inducement, understanding or anything of any nature whatsoever made, stated or represented to Lessee by Lessor or by Lessor's agent on Lessor's behalf, either orally or in writing (except this Lease) has induced Lessee to enter into this Lease. Further, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

**ARTICLE 21
GOVERNING LAW**

The laws of the State wherein the Leased Premises are located shall govern the validity, performance and enforcement of this Lease and the venue of any litigation between the parties arising under this Lease shall be the appropriate municipal, state, federal court having jurisdiction over the place where the Leased Premises is located.

**ARTICLE 22
EXECUTION BY BOTH PARTIES REQUIRED; MULTIPLE ORIGINALS**

This Lease is executed in multiple originals, all copies of which are identical, and any one of which is deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of other copies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Lease agreement on the day and year first above mentioned.

WITNESSES: (To Lessor)

LESSOR:

THE CITY OF SLIDELL

D. L. Anderson Jr.
Print Name: Daniel L Anderson Jr
Date: 7/17/2013

By: [Signature]
Name: Freddy Drennan
Title: Mayor
Date: 7-17-13

Elaine Troutwine
Print Name: Elaine Troutwine
Date: 7-17-13

WITNESSES: (To Lessee)

LESSEE:

SLIDELL DEVELOPMENT COMPANY,
L.L.C., a Delaware limited liability company

By: Stirling Properties, L.L.C., its Developer
and Authorized Agent

[Signature]
Print Name: Sharon M. Amacker
Date: 7/15/13

By: [Signature]
George Townsend Underhill, IV, Senior
Vice President of Development

Marcia T. McGarity
Print Name: MARCIA T. MCGARITY
Date: 7/15/13

EXHIBIT "A"

LEASED PREMISES

A certain tract or parcel of land designated as "PROPOSED 28'X9' SIGN SERVITUDE" containing 0.006 acres or 250 square feet, situated on a portion of the Lakewood Ditch #3 Right of Way, located in Section 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard and the southerly right of way line of US Highway No. 190 and northern most corner of Tract 1A, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.,"

Then, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;
Then, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;
Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;
Then, South 14 degrees 46 minutes 16 seconds West a distance of 145.01 feet to a point;
Then, South 73 degrees 38 minutes 57 seconds East a distance of 117.48 feet to a point;
Then, proceeding along a curve to the right a delta of 12 degrees 55 minutes 00 seconds, a radius of 796.00 feet, an arc length of 179.45 feet, a chord bearing of South 67 degrees 11 minutes 27 seconds East and a chord distance of 179.07 feet to a point;
Then, South 60 degrees 43 minutes 57 seconds East a distance of 130.79 feet to a point;
Then, proceeding along a curve to the right a delta of 29 degrees 46 minutes 33 seconds, a radius of 303.00 feet, an arc length of 157.46 feet, a chord bearing of South 45 degrees 50 minutes 44 seconds East and a chord distance of 155.70 feet to a point;
Then, South 30 degrees 57 minutes 31 seconds East a distance of 159.92 feet to a point;
Then, South 00 degrees 39 minutes 35 seconds West a distance of 33.90 feet to a point;
Then, South 84 degrees 47 minutes 05 seconds East a distance of 82.19 feet to a point;
Then, South 73 degrees 10 minutes 08 seconds East a distance of 10.21 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 50.60 feet to a point;
Then, North 89 degrees 21 minutes 24 seconds West a distance of 91.73 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 520.17 feet to a point;
Then, South 17 degrees 10 minutes 07 seconds West a distance of 370.20 feet to a point;
Then, South 13 degrees 15 minutes 56 seconds East a distance of 153.75 feet to a point;
Then, South 17 degrees 09 minutes 08 seconds West a distance of 313.52 feet to a point, to the "POINT OF BEGINNING" and labeled "P.O.B.,"

Then, South 72 degrees 50 minutes 52 seconds East a distance of 27.00 feet to a point;
Then, South 17 degrees 09 minutes 08 seconds West a distance of 7.00 feet to a point;
Then, North 72 degrees 50 minutes 52 seconds West a distance of 27.00 feet to a point;
Then, North 17 degrees 09 minutes 08 seconds East a distance of 7.00 feet to the "POINT OF BEGINNING."

All as shown on the ALTA/ASCM survey of Acadia Land Surveying, LLC, dated March 14, 2013, File No. 2012/12-316S.

EXHIBIT "B"

SHOPPING CENTER

LEGAL DESCRIPTION - REMAINDER OF TRACT 1A:

A certain tract or parcel of land designated as "REMAINDER OF TRACT 1A" of Bayer Subdivision, containing 79.556 acres or 3,465,455 square feet, located in Sections 11 & 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard (aka Main Boulevard) and the southerly right of way line of US Highway No. 190 and northern most corner of Tract 1A, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.," Then, departing said right of way, South 24 degrees 19 minutes 16 seconds West a distance of 289.84 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.4,"

Then, South 75 degrees 13 minutes 38 seconds East a distance of 233.81 feet to a point;
Then, South 14 degrees 46 minutes 16 seconds West a distance of 35.86 feet to a point;
Then, South 73 degrees 38 minutes 57 seconds East a distance of 117.48 feet to a point;
Then, proceeding along a curve to the right a delta of 12 degrees 55 minutes 00 seconds, a radius of 796.00 feet, an arc length of 179.45 feet, a chord bearing of South 67 degrees 11 minutes 27 seconds East and a chord distance of 179.07 feet to a point;
Then, South 60 degrees 43 minutes 57 seconds East a distance of 130.79 feet to a point;
Then, proceeding along a non-tangent curve to the right a delta of 29 degrees 46 minutes 33 seconds, a radius of 303.00 feet, an arc length of 157.46 feet, a chord bearing of South 45 degrees 50 minutes 44 seconds East and a chord distance of 155.70 feet to a point;
Then, South 30 degrees 57 minutes 31 seconds East a distance of 159.92 feet to a point;
Then, South 00 degrees 39 minutes 35 seconds West a distance of 33.90 feet to a point;
Then, South 84 degrees 47 minutes 05 seconds East a distance of 82.19 feet to a point;
Then, South 73 degrees 10 minutes 08 seconds East a distance of 10.21 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 50.60 feet to a point;
Then, North 89 degrees 21 minutes 24 seconds West a distance of 91.73 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 520.17 feet to a point;
Then, South 17 degrees 10 minutes 07 seconds West a distance of 370.20 feet to a point;
Then, South 13 degrees 15 minutes 56 seconds East a distance of 153.75 feet to a point;
Then, South 17 degrees 09 minutes 08 seconds West a distance of 1,208.55 feet to a point;
Then, South 09 degrees 58 minutes 06 seconds West a distance of 70.93 feet to a point;
Then, North 73 degrees 56 minutes 09 seconds West a distance of 56.77 feet to a point;
Then, South 54 degrees 24 minutes 20 seconds West a distance of 128.51 feet to a point;
Then, North 40 degrees 58 minutes 45 seconds West a distance of 233.70 feet to a point;
Then, North 85 degrees 14 minutes 26 seconds West a distance of 75.34 feet to a point;
Then, North 00 degrees 49 minutes 44 seconds West a distance of 11.91 feet to a point;
Then, South 89 degrees 02 minutes 58 seconds West a distance of 100.00 feet to a point;
Then, South 00 degrees 49 minutes 44 seconds East a distance of 1.91 feet to a point;

Then, North 85 degrees 14 minutes 26 seconds West a distance of 456.60 feet to a point;
Then, North 04 degrees 45 minutes 34 seconds East a distance of 571.77 feet to a point;
Then, North 85 degrees 14 minutes 06 seconds West a distance of 328.54 feet to a point;
Then, South 84 degrees 06 minutes 07 seconds West a distance of 42.24 feet to a point;
Then, South 79 degrees 20 minutes 24 seconds West a distance of 63.86 feet to a point;
Then, along a non-tangent curve to the left having a delta of 66 degrees 37 minutes 40 seconds, a radius of 109.00 feet, an arc length of 126.75 feet, a chord bearing of North 16 degrees 05 minutes 57 seconds West and a chord distance of 119.73 feet to a point;
Then, along a curve to the right having a delta of 40 degrees 01 minutes 01 seconds, a radius of 81.00 feet, an arc length of 56.57 feet, a chord bearing of North 29 degrees 24 minutes 16 seconds West and a chord distance of 55.43 feet to a point;
Then, along a curve to the left having a delta of 05 degrees 24 minutes 06 seconds, a radius of 550.00 feet, an arc length of 51.85 feet, a chord bearing of North 12 degrees 05 minutes 48 seconds West and a chord distance of 51.83 feet to a point;
Then, North 14 degrees 47 minutes 51 seconds West a distance of 401.79 feet to a point;
Then, along a curve to the right having a delta of 31 degrees 56 minutes 40 seconds, a radius of 424.60 feet, an arc length of 236.73 feet, a chord bearing of North 01 degrees 10 minutes 29 seconds East and a chord distance of 233.68 feet to a point;
Then, North 17 degrees 08 minutes 49 seconds East a distance of 51.60 feet to a point;
Then, along a curve to the right having a delta of 50 degrees 00 minutes 59 seconds, a radius of 190.00 feet, an arc length of 165.86 feet, a chord bearing of North 42 degrees 09 minutes 19 seconds East and a chord distance of 160.64 feet to a point;
Then, North 67 degrees 09 minutes 48 seconds East a distance of 626.21 feet to a point;
Then, along a curve to the left having a delta of 11 degrees 51 minutes 53 seconds, a radius of 397.07 feet, an arc length of 82.22 feet, a chord bearing of North 61 degrees 13 minutes 52 seconds East and a chord distance of 82.08 feet to a point;
Then, North 55 degrees 17 minutes 55 seconds East a distance of 270.25 feet to a point;
Then, along a curve to the right having a delta of 47 degrees 45 minutes 40 seconds, a radius of 71.00 feet, an arc length of 59.18 feet, a chord bearing of North 79 degrees 10 minutes 45 seconds East and a chord distance of 57.49 feet to a point;
Then, along a curve to the left having a delta of 92 degrees 42 minutes 48 seconds, a radius of 109.00 feet, an arc length of 176.38 feet, a chord bearing of North 56 degrees 42 minutes 10 seconds East and a chord distance of 157.76 feet to a point;
Then, along a curve to the left having a delta of 65 degrees 43 minutes 19 seconds, a radius of 145.49 feet, an arc length of 166.88 feet, a chord bearing of North 22 degrees 30 minutes 53 seconds West and a chord distance of 157.89 feet to a point;
Then, along a curve to the right having a delta of 37 degrees 28 minutes 10 seconds, a radius of 103.00 feet, an arc length of 67.36 feet, a chord bearing of North 36 degrees 38 minutes 27 seconds West and a chord distance of 66.16 feet to a point;
Then, North 17 degrees 54 minutes 22 seconds West a distance of 48.69 feet to a point;
Then, along a curve to the right having a delta of 39 degrees 12 minutes 15 seconds, a radius of 268.99 feet, an arc length of 184.05 feet, a chord bearing of North 04 degrees 43 minutes 09 seconds East and a chord distance of 180.48 feet to a point;
Then, North 24 degrees 19 minutes 16 seconds East a distance of 147.24 feet to the "POINT OF BEGINNING."

LEGAL DESCRIPTION - PHASE 1 (0.474 ACRE PARCEL):

A certain tract or parcel of land designated as "PHASE 1, 0.474 ACRE REMAINDER OF TRACT 1A" of Bayer Subdivision, containing 0.474 acres or 20,670 square feet, located in Section 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard (aka Main Boulevard) and the southerly right of way line of US Highway No. 190 and northern most corner of Tract 1A, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.,"

Then, continuing along the southerly right of way line of US Highway No. 190, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;

Then, departing said right of way, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;

Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;

Then, South 14 degrees 46 minutes 16 seconds West a distance of 145.01 feet to a point;

Then, South 73 degrees 38 minutes 57 seconds East a distance of 117.48 feet to a point;

Then, proceeding along a curve to the right a delta of 12 degrees 55 minutes 00 seconds, a radius of 796.00 feet, an arc length of 179.45 feet, a chord bearing of South 67 degrees 11 minutes 27 seconds East and a chord distance of 179.07 feet to a point;

Then, South 60 degrees 43 minutes 57 seconds East a distance of 130.79 feet to a point;

Then, proceeding along a non-tangent curve to the right a delta of 29 degrees 46 minutes 33 seconds, a radius of 303.00 feet, an arc length of 157.46 feet, a chord bearing of South 45 degrees 50 minutes 44 seconds East and a chord distance of 155.70 feet to a point;

Then, South 30 degrees 57 minutes 31 seconds East a distance of 159.92 feet to a point;

Then, South 00 degrees 39 minutes 35 seconds West a distance of 33.90 feet to a point;

Then, South 84 degrees 47 minutes 05 seconds East a distance of 82.19 feet to a point;

Then, South 73 degrees 10 minutes 08 seconds East a distance of 22.71 feet to a point;

Then, North 84 degrees 21 minutes 35 seconds East a distance of 58.35 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.2,"

Then, North 84 degrees 21 minutes 35 seconds East a distance of 49.71 feet to a point;

Then, South 05 degrees 06 minutes 41 seconds East a distance of 274.30 feet to a point;

Then, South 40 degrees 18 minutes 15 seconds West a distance of 120.51 feet to a point;

Then, North 00 degrees 38 minutes 36 seconds East a distance of 360.25 feet to the "POINT OF BEGINNING."

LEGAL DESCRIPTION - PHASE 1 (1.214 ACRE PARCEL):

A certain tract or parcel of land designated as "PHASE 1, 1.214 ACRE REMAINDER OF TRACT 1A" of Bayer Subdivision, containing 1.214 acres or 52,895 square feet, located in Section 11, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard (aka Main Boulevard) and the southerly right of way line of US Highway No. 190 and northern most corner of Tract 1A, said point being the "POINT OF BEGINNING," and labeled "P.O.B.1,"

Then, continuing along the southerly right of way line of US Highway No. 190, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;

Then, departing said right of way, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;

Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;

Then, South 14 degrees 46 minutes 16 seconds West a distance of 86.65 feet to a point;

Then, North 75 degrees 13 minutes 38 seconds West a distance of 230.02 feet to a point;

Then, North 24 degrees 19 minutes 16 seconds East a distance of 267.02 feet to the "POINT OF BEGINNING."

LEGAL DESCRIPTION - TRACT 2C:

A certain tract or parcel of land designated as "TRACT 2C" of Bayer Subdivision, containing 2.399 acres or 104,520 square feet, located in Sections 11 & 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the southerly right of way line of Fremaux Road/Short Cut Road - US Highway No. 190 Business and the north right of way line of Summit Boulevard (aka Main Boulevard), said point being the "POINT OF BEGINNING" and labeled "P.O.B.3,"

Then, proceeding along the right of way line of Summit Boulevard (aka Main Boulevard), South 24 degrees 19 minutes 16 seconds West a distance of 436.84 feet to a point;

Then, proceeding along the arc of a curve to the left having a delta angle of 38 degrees 05 minutes 10 seconds, a radius of 381.00 feet, a length of 253.26 feet, a chord bearing of South 05 degrees 16 minutes 41 seconds West, and a chord distance of 248.62 feet to a point;

Then, proceeding along the arc of a curve to the right having a delta angle of 64 degrees 18 minutes 00 seconds, a radius of 267.24 feet, a length of 299.91 feet, a chord bearing of South 18 degrees 23 minutes 06 seconds West and a chord distance of 284.42 feet to a point;

Then, South 50 degrees 32 minutes 06 seconds West a distance of 61.04 feet to a point;

Then, departing said right of way line, North 41 degrees 03 minutes 04 seconds West a distance of 32.97 feet to a point;

Then, North 00 degrees 49 minutes 38 seconds West a distance of 330.00 feet to a point;

Then, South 89 degrees 48 minutes 29 seconds East a distance of 87.29 feet to a point;

Then, North 30 degrees 15 minutes 15 seconds East a distance of 121.88 feet to a point;

Then, North 12 degrees 42 minutes 53 seconds East a distance of 121.63 feet to a point;

Then, North 02 degrees 51 minutes 46 seconds West a distance of 32.86 feet to a point;

Then, North 13 degrees 49 minutes 48 seconds West a distance of 90.97 feet to a point;

Then, North 89 degrees 09 minutes 03 seconds East a distance of 15.43 feet to a point;

Then, North 12 degrees 18 minutes 35 seconds West a distance of 2.41 feet to a point;
Then, North 03 degrees 52 minutes 55 seconds West a distance of 173.82 feet to a point;
Then, North 14 degrees 24 minutes 36 seconds East a distance of 160.77 feet to a point located along the southerly right of way line of Fremaux Road/Short Cut Road - US Highway No. 190 Business;
Then, proceeding along said right of way line, South 65 degrees 44 minutes 07 seconds East a distance of 187.34 feet to the "POINT OF BEGINNING."

All as shown on the ALTA/ASCM survey of Acadia Land Surveying, LLC, dated March 15, 2013, File No. 2012/12-316S.

Free Gaming Devices and Tablets

Looking for a free gift to sweeten the deal when you switch cable providers? If so, remember to do your research, comparison shop, and negotiate. That's exactly what Johnny Bravo, 30, did when he moved to San Diego, California. He was pleased with the deal and free gift his negotiating skills won him from AT&T U-verse.

"After a couple conversations with each [company] I went with the service that was new to me because the rep was offering me a free Google Nexus 7," he explains. "Before that, I was offered a \$100 gift card, a \$150 gift card, and then an XBOX 360. I kept pushing and accepted with the Nexus."

According to an AT&T spokesman, Steven Schwadron, "AT&T is currently offering new U-verse high speed Internet customers their choice of a free Wi-Fi enabled entertainment device - Xbox 360, SONOS PLAY:3, Kindle Fire or a Nexus 7 Tablet, when they choose a package of U-verse services."

In order to qualify for the free gift, customers signing up for U-verse high speed Internet must add either U-verse TV or voice service to the new Internet service.

"The free device, valued at up to \$350, provides even more value to popular AT&T U-verse bundles," says Schwadron.

NOTICE OF LEASE

This Notice of Lease (the "Notice") is executed and entered into this 17 day of July, 2013 (the "Effective Date") by and between The City of Slidell, Louisiana ("Lessor"), and Slidell Development Company, L.L.C. ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated as of the Effective Date, as may be amended from time to time (the "Lease"), pursuant to which Lessor has conveyed to Lessee a leasehold interest in certain real property located in St. Tammany Parish, Louisiana as more particularly described in the Lease and in this Notice (the "Premises").

WHEREAS, Lessor and Lessee desire to enter into this Notice to set forth certain terms and conditions contained within the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee, intending to be legally bound, hereby set forth the following terms and conditions with respect to the Lease:

1. Lessor. The name and address of Lessor are as follows:

The City of Slidell
P.O. Box 828
Slidell, LA 70459
Attn: Tim Mathison

2. Lessee. The name and address of Lessee are as follows:

Slidell Development Company, L.L.C.
c/o CBL & Associates Properties, Inc.
CBL Center, Suite 500
2030 Hamilton Place Boulevard
Chattanooga, TN 37421-6000
Attn: Jeffery V. Curry

3. Date of Lease. The Lease is dated as of the Effective Date.

4. Commencement Date. The Lease is binding on Lessor and Lessee as of the Effective Date. The Commencement Date shall be the Effective Date, as provided in the Lease.

5. Lease Term. The Term of the Lease shall consist of the following:

(a) Initial Term. An initial period of fifty (50) years commencing on the Commencement Date and ending fifty (50) years after the Commencement Date.

(b) Option Term(s). Lessee may, at its option, extend the Term beyond the Initial Term for nine (9) additional successive periods of five (5) years each subject to the same terms and conditions as the Initial Term.

6. Premises. Lessor has leased to Lessee, and Lessee has leased from Lessor, the Premises, which is described on Exhibit A attached hereto and incorporated herein.

7. Definitions; Effect on Notice. All capitalized terms in this Notice, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Lease.

8. La. R.S. 9:2742. This Notice of Lease is executed for the purposes of recordation in the Conveyance Office, Parish of St. Tammany, State of Louisiana, pursuant to La. R.S. 9:2742. The Lease sets out specifically the rents, terms, covenants and conditions between Lessor and Lessee.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Notice in the presence of the subscribing witnesses and notary public on July 17, 2013.

WITNESSES


LESSOR:

THE CITY OF SLIDELL

David L Anderson Jr
Print Name: David L Anderson Jr

By: Freddy Drennan
Name: Freddy Drennan
Title: Mayor

Elaine Troutwine
Print Name: Elaine Troutwine

[Signature]
NOTARY PUBLIC


IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Notice in the presence of the subscribing witnesses and notary public on _____, 2013.

WITNESSES

LESSEE:

SLIDELL DEVELOPMENT COMPANY,
L.L.C., a Delaware limited liability company

By: Stirling Properties, L.L.C., its Developer
and Authorized Agent

Sharon M. Amacker
Print Name: Sharon M. Amacker

By: [Signature]
George Townsend Underhill, IV, Senior
Vice President of Development

Marcia J. McGallity
Print Name: MARCIA T. MCGALLITY

Nancy B. Stallings
NOTARY PUBLIC



Nancy B. Stallings
Notary ID # 68797
Parish of St. Tammany
State of Louisiana
Commission Expires at Death

EXHIBIT "A"

The Premises

A certain tract or parcel of land designated as "PROPOSED 28'X9' SIGN SERVITUDE" containing 0.006 acres or 250 square feet, situated on a portion of the Lakewood Ditch #3 Right of Way, located in Section 14, Township 9 South, Range 14 East, of the Greensburg Land District, St. Tammany Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of Summit Boulevard and the southerly right of way line of US Highway No. 190 and northern most corner of Tract 1A, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.,"

Then, South 65 degrees 49 minutes 03 seconds East a distance of 188.76 feet to a point;
Then, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point;
Then, South 20 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;
Then, South 14 degrees 46 minutes 16 seconds West a distance of 145.01 feet to a point;
Then, South 73 degrees 38 minutes 57 seconds East a distance of 117.48 feet to a point;
Then, proceeding along a curve to the right a delta of 12 degrees 55 minutes 00 seconds, a radius of 796.00 feet, an arc length of 179.45 feet, a chord bearing of South 67 degrees 11 minutes 27 seconds East and a chord distance of 179.07 feet to a point;
Then, South 60 degrees 43 minutes 57 seconds East a distance of 130.79 feet to a point;
Then, proceeding along a curve to the right a delta of 29 degrees 46 minutes 33 seconds, a radius of 303.00 feet, an arc length of 157.46 feet, a chord bearing of South 45 degrees 50 minutes 44 seconds East and a chord distance of 155.70 feet to a point;
Then, South 30 degrees 57 minutes 31 seconds East a distance of 159.92 feet to a point;
Then, South 00 degrees 39 minutes 35 seconds West a distance of 33.90 feet to a point;
Then, South 84 degrees 47 minutes 05 seconds East a distance of 82.19 feet to a point;
Then, South 73 degrees 10 minutes 08 seconds East a distance of 10.21 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 50.60 feet to a point;
Then, North 89 degrees 21 minutes 24 seconds West a distance of 91.73 feet to a point;
Then, South 00 degrees 38 minutes 36 seconds West a distance of 520.17 feet to a point;
Then, South 17 degrees 10 minutes 07 seconds West a distance of 370.20 feet to a point;
Then, South 13 degrees 15 minutes 56 seconds East a distance of 153.75 feet to a point;
Then, South 17 degrees 09 minutes 08 seconds West a distance of 313.52 feet to a point, to the "POINT OF BEGINNING" and labeled "P.O.B.,"

Then, South 72 degrees 50 minutes 52 seconds East a distance of 27.00 feet to a point;
Then, South 17 degrees 09 minutes 08 seconds West a distance of 7.00 feet to a point;
Then, North 72 degrees 50 minutes 52 seconds West a distance of 27.00 feet to a point;
Then, North 17 degrees 09 minutes 08 seconds East a distance of 7.00 feet to the "POINT OF BEGINNING."

All as shown on the ALTA/ASCM survey of Acadia Land Surveying, LLC, dated March 14, 2013, File No. 2012/12-316S.